

IN THE MATTER OF the Ontario Human
Rights Code 1981, S.O. 1980, C. 53
as amended;

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AND IN THE MATTER OF a complaint made
by Anne Fewson.

B E T W E E N:

ANNE FEWSON

Complainant

-and-

SPECIAL CONSTRUCTION MACHINES LIMITED
and DAVID CLEMENT

Respondents

MEMORANDUM OF AGREEMENT

WHEREAS the Complainant filed a complaint dated
28 April, 1980 with the Ontario Human Rights Commission as
No. E-6794 (the "Complaint") alleging that the Respondents,
or either of them, were in breach of certain provisions of
the Ontario Human Rights Code;

AND WHEREAS all parties are desirous of resolving
all issues outstanding between them;

NOW THEREFORE in consideration of the mutual covenants
contained herein, the parties hereto agree as follows:

1. The complaint shall be disposed of in accordance
with the terms of this Memorandum of Agreement.
2. The Respondents jointly agree to pay to the Complainant
the sum of FIVE THOUSAND (\$5,000.00) DOLLARS of lawful Canadian
money.
3. The settlement herein and the payment provided for

that any right of the Complainant has been infringed by them, including, without limiting the generality of the foregoing, any right which is given by the Ontario Human Rights Code, R.S.O. 1970, chapter 318, or any successor Act, and the Respondents expressly deny any infringement.

4. This Memorandum of Agreement constitutes a full and complete settlement between the Complainant and the Respondents arising out of or in any way relating to or connected with the employment of the Complainant by the Respondent Special Construction Machines Limited and the termination of such employment in or about the month of October, 1979, and in order to effect settlement the Complainant agrees to simultaneously execute a full and final release in the form attached hereto as Schedule "A".

5. The terms of this Agreement shall not be publicly disclosed by the Complainant, the Respondents or the Ontario Human Rights Commission.

DATED at Toronto this 10th day of April, 1985.

Ann Loring
Witness

(COMPLAINANT:
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(Anne Fewson
(Anne Fewson
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(RESPONDENTS:
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(SPECIAL CONSTRUCTION MACHINES LIMITED
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(Per: M. Murray c/s
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(Per: R. J. [Signature] c/s
(Director

D. Khistami
Witness

(David Clement
(David Clement
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(ONTARIO HUMAN RIGHTS COMMISSION

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Per:

Yusef Lazenby

In consideration of payment of the sum of FIVE THOUSAND DOLLARS (\$5,000.00), the receipt and sufficiency of which is hereby acknowledged, I, ANNE FEWSON, on behalf of myself, my heirs, executors, administrators, successors and assigns, do hereby remise, release and forever discharge SPECIAL CONSTRUCTION MACHINES LIMITED and DAVID CLEMENT, including their respective heirs, executors, administrators, successors and assigns of and from all manner of action, causes of action, claims, liabilities, debts, covenants, contracts, accounts, duties and demands of every nature or kind which I have had, have or may hereafter have for or by reason of any cause, matter, or thing whatsoever however arising out of or in any way relating to or connected with my employment with Special Construction Machines Limited the termination of such employment by Special Construction Machines Limited and in particular any claims of discrimination in employment, or the termination thereof, including my complaint of discrimination No. E-6794 filed 28 April, 1980 with the Ontario Human Rights Commission or presented during the inquiry thereof.

I hereby acknowledge and agree that Special Construction Machines Limited and David Clement in making the above mentioned payment or otherwise are not deemed to have admitted liability and, in fact, deny liability.

I hereby acknowledge and declare that the terms of this release are fully understood by me and that the above mentioned payment is the sole consideration for this release.

IN WITNESS WHEREOF I have hereunto set my hand this
10th day of April, 1985.

SIGNED, SEALED AND DELIVERED
in the presence of:

Kim Tuckey

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Anne Fewson
Anne Fewson

